**BRUHAT BANGALORE MAHANAGARA PALIKE**

TENDER DOCUMENT – KW4

**Name of the Work: Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone**

**Executive Engineer**
**Infra Division - RI**

**BRUHAT BANGALORE MAHANAGARA PALIKE**

Office of the Executive Engineer, Infra Division RI, Room No.307, 3rd Floor, N.R. Square, Bangalore-560 002

**TURNKEY, LUMPSUM, FIXED PRICE, NO VARIATION AND NO ESCALATION CONTRACT FOR THE WORK OF**

**Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone**

| | | |
|---|---|---|
| TENDER REFERENCE | : | **EE/RI/TEND/09/2024-25 Dt:23/07/2024** |
| DOWNLOADINGOFTENDERDOCUMENT | : | **25/07/2024 on wards** |
| LAST DATE AND TIME FOR SUBMISSION OF TENDERS | : | **14/08/2024 upto 16.00 hrs** |
| TIME AND DATE OF OPENING OF TECHNICAL BID OF TENDERS | : | **16/08/2024 upto 11.00 hrs** |
| PLACE OF OPENING OF TECHNICAL BID | : | Office of the Executive Engineer, Infra Division RI, Room No.307, 3rd Floor, N.R. Square, Bangalore-560 002 |
| TIME AND DATE OF OPENING OF FINANCIAL BID | : | Will be intimated to the Qualified Tenderers |
| PLACE OF OPENING OF FINANCIAL BID | : | Will be intimated to the Qualified Tenderers |
| ADDRESS FOR COMMUNICATION | : | Office of the Executive Engineer, Infra Division RI, Room No.307, 3rd Floor, N. R. Square, Bangalore-560 002 |
| EMAIL | : | eeroadinfra@gmail.com |

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# BRUHAT BENGALURU MAHANAGARA PALIKE

**No: EE /RI/TEND/09/2024-25**

**O/o Executive Engineer,**
**Infra Division-RI,**
**N.R Square,**
**Bengaluru-560 002**
**Dated: 23/07/2024**

## INVITATION FOR TENDER (IFT)
**(Turnkey Lump Sum Fixed Price No Variation Contract (Two Cover System)**
Through **GOK e–Procurement Portal** only

1. The Government of Karnataka vide G.O. No. UDD 153 MNY 2023, Bengaluru, dated 24.03.2023 has accorded approval in principle and sanctioned budget under Suraksha 75 Scheme for taking up of the work listed below.
2. Executive Engineer, Infra Division-RI, Room No. 307, 3rd Floor, Annexure-03 N.R Square, Bangalore – 560 002 BBMP, Bengaluru invites tenders from eligible Tenderers on turnkey, lump sum, fixed price, no variation and no escalation basis for the Construction Work detailed in the table below. The Tenderers may submit Tenders for the Work given in the table through e – Procurement Portal of the Government of Karnataka (viz. http://kppp.karnataka.gov.in). The Tenderers are advised to note the Minimum Qualification Criteria specified in Clause 3 of the Instructions to Tenderers to qualify for Award of the Contract as per Standard Bidding Document uploaded in the KPP Portal.
3. Tenders must be accompanied by Earnest Money Deposit specified for the Work in the table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender Document and shall have to be valid for 180days beyond the Validity of the Tender.
4. Other Details can be seen in the Tender Document.

| Sl. No | Name of the Work | cost of work Proposed (Rs. in Lakhs including GST) | EMD (in Lakhs) | Stipulated Period of Completion (in Months) | Eligibility of Contractor and Category |
|---|---|---|---|---|---|
| **2** | Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone | 584.95 | 8.80 | 06 months (including monsoon season) | Class I & Above |

**NOTE:** Calendar of Events

| | |
|---|---|
| 1. Availability of tender documents in E-Procurement Portal | 25/07/2024 onwards |
| 2. Last date of Receipt of queries | 03/08/2024 upto16.00 hrs |
| 3. Date of Pre bid meeting | 03/08/2024 upto 16.00 hrs |
| 4. Last date of submission of tenders | 14/08/2024 upto 16.00 hrs |
| 5. Date of Opening technical bid | 16/08/2024 upto 11.00 hrs |
| 6. Date of opening of financial bid | will be intimated to qualified tenders |

1. A Pre-Tender Meeting will be held at in the office of the Engineer In Chief, BBMP, 1st floor, Annex Building-2, N.R.Square, Bengaluru-560 002 to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Tenderers" of the Technical Bid Document.
2. Aspiring Tenderers/Contractors who have not registered in Karnataka Public Procurement Portal should register before participating through the website http://kppp.karnataka.gov.in
3. Before Submission of Online Tenders, Tenderers must ensure that Scanned Copies of all the necessary Documents have been attached with the Tender.
4. All the Information's required for Tenders must be filled and submitted online.
5. For details, Registration and e–Payment visit GOK KPP Portal Website http://kppp.karnataka.gov.inor contact KPP Portal Helpdesk.
6. This Tender Notice can also be seen on the BBMP website www.bbmp.gov.in.

Sd/-
Executive Engineer,
Infra Division-RI,

**Copy Submitted to:**

1. Personnel Secretary to Hon'ble Administrator to bring into the kind notice of the Hon'ble Administrator.
2. Hon'ble Chief Commissioner for kind information.
3. Special Commissioner (Projects)/Special Commissioner (Finance) for kind information
4. Engineer–in–Chief for kind information.
5. Superintending Engineer (Road Infrastructure) for kind information
6. CAO / Chief Auditor for kind information.
7. I. T. Advisor with a Request to publish the same in the BBMP Website.
8. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
9. Notice board & Office Copy.

Executive Engineer
Infra Division-RI

## SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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## A. General

### 1. Scope of Tender

1.1 The Bruhat Bengaluru Mahanagara Palike (BBMP) (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

### 2) Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka/Govt. of India/MORT&H/Any Ministry/Public State Undertaking.

2.2 Tenders from Joint Ventures are not acceptable.

### 3) Qualification of the Tenderer:

3.1 2.1All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last Five years

(a) Achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.1170.00 Lakhs** (usually not less than two times the estimated annual payments under this contract)

(b) Satisfactorily completed, as prime contractor, at least one similar work such as Road development work, Building works of value not less than **Rs.292.50Lakhs**

*(c)* executed in any one year, the following minimum quantities of work:[1]

| Description | | Qty |
|---|---|---|
| a) | Earth Work | 1477.00 Cum |
| b) | Concrete works | 1193.00 Cum |
| c) | TMT Steel | 12.46 Tonnes |
| d) | Pavers | 2981.00 Sqm |
| e) | Kerb | 2609.00mtrs |
| f) | Covering slab | 2226.00 Sqm |

[1] Specify the principal items of works to be executed under this contract

(d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs. .....*(usually not less than 50% of the electrical works)** in any one year;[2]

(e) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs…… (*usually not less than 50% of the water supply/sanitary engineering works)** in any one year;[3]

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required/specified key and critical equipment for this work and the remaining 50% can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

- Excavator 2 No's (1 Own and 1 own/Lease)
- Water Tanker 6000 Ltr Capacity 2 No's (1 Own and 1 Own/Lease)
- Tippers 4 No. (2 Own & 2 Own/Lease)
- Concrete Mixer Machine 2 No's (1 Own and 1 own/Lease)

(b) liquid assets and /or availability of credit facilities of not less than **Rs.175.50Lakhs** (Credit lines/ letter of credit/certificates from banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak construction period)* *

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

**Assessed available Tender Capacity =(A*N*1.5–B)**

Where

[2] This is for building works. Appropriately change for other works.
[3] This is for building works. Appropriately change for other works.

A = Maximum Value of Civil Engineering Works executed in any One Year during the last Five years (updated to 2023-2024 Price Level) taking into account the Completed as well as Works in Progress.

N=Number of years prescribed for Completion of the Works for which Tenders are Invited i.e., 06 Months.

B = Value, at 2021 – 2022 Price Level on 10% Weightage per annum, of Existing Commitments and On-Going Works to be completed during the next 06 months. **(The Contractors shall give all the particulars of the work on hand. Half information and during the course of evaluation and during the process of sanction if any complaints are received for not having given full information, the process for sanction shall best opped and action will be taken for debarment of the contractor.)**

***Note:*** *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.1 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

**2. One Tender per Tenderer**:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

**3. Cost of Tendering:**

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

**4. Site visit:**

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

## B. Tender documents

### 5. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Deleted.

### 6. Clarification of Tender Documents

8.1 Refer Clause No. 8.2 below.

8.2 Pre-tender meeting:

**8.2.1** The Tenderer or his Authorized Representative is invited to attend a Pre-Tender Meeting, which will take place in the office of the **Engineer in Chief, BBMP, 1st Floor, Annex-2 Building, N.R. Square, Bengaluru at the 03-08-2024 upto 16.00 hrs**

8.2.2 **The purpose of the meeting will be to clarify issues and to answer questions on any matter that** may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable/email to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

### 7. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be published in the e-procurement portal only.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

## C. Preparation of Tenders

### 8. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover (Technical Bid):

a. Earnest Money Deposit;
b. Qualification Information as per formats given in Section 3;
c. Detailed Design and Drawings, Detailed Description of Work and Specifications of Materials and Items.
d. Initial Program showing the General Methods, Arrangements, Construction Methodology, Order and Timing for all the Activities in the Work.
e. Biodata of Proposed Technical and Managerial Staffs to be deployed at Site for the Work.
f. Number and Category of each type of Skilled Personnel to be deputed for this Work as per the Details mentioned in the Clause No. 50 of Special Condition of Contract.
g. Details of Plants and Machineries to be deployed at Site for the Work as per the details mentioned in the Clause No. 51 of Special Condition of Contract.
h. Cash Flow Chart on month – to – month basis for the entire Period of Execution of the Work as per the Details mentioned in the Clause No. 52 of Special Condition of Contract.
i. Proposed Workshop Facility to be set up by the Tenderer as per the Details mentioned in Clause No. 53 of Special Conditions of Contract.
j. Unpriced Bill of Quantities as per the Details mentioned in Clause No. 58 of Special Conditions of Contract.
k. Report on the Aesthetic aspect of the Structure as per the Details mentioned in Clause No. 2.3 of Section 6 – Scope of Work and Design Criteria

10.1.2 Second Cover (Financial Bid):

a. The Tender (in the format indicated in Section 4)
b. Priced Financial Bid (Section 9); and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Deleted.

**9. Tender prices**

11.1 The Contract shall be Turn Key, Lumpsum, Fixed Price, No Variation and No Escalation ContractbasedonTenderer'sownDesignfortheWholeWorksasdescribedinSubClause1.1.

11.2 The Tenderer shall fill in the Lumpsum Price (both in Figures and in Words) for the Whole Works (Main) and Maintenance works. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 The Price quoted by the Tenderer shall be for the Whole Works as noted in the Schedule, Specifications and elsewhere in this Document and shall hold good till the Completion of Work. They shall be inclusive of all Taxes (**Including GST & all other charges**), Duties and Levies including Sales Tax, Service tax, Municipal Taxes, Local Taxes, Octroi, ESI, all Royalties, Patent Rights, other Incidental

Charges, etc. The Rate shall also include the Cost of all Labors, Materials, Plant, Machinery, Equipment's, Carriage and other Inputs involved in the Execution and Completion of the Work.

11.4 The Contractor will have to make his own Arrangements for Water, Electricity, Place for Storage of Construction Materials, Casting Yards, Labor Camps, etc. required for Construction and shall use his own Plant and Machinery, which may be required for the Speedy Execution of the Work.

11.5 During Traffic Diversion, the Contractor shall provide necessary Signage's, Signals, Lighting Arrangements, etc. The Quoted Rate shall also be inclusive of Providing Skilled Personnel for Traffic Diversion as per the Requirements of the City Traffic Police

**10. Tender validity**

12.1 Tenders shall remain valid for a period not less than one hundred and eighty (180) days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

**11. Earnest money deposit**

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) up to Rs.20 Lakhs - 2.5%

b) Rs. 20 Lakhs and above up to Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs. 1 crore and above up to Rs. 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-

d) Rs. 10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.

This earnest money deposit shall be in favor of The Chief Commissioner, BBMP and may be in the form of Banker's cheque/ Demand draft/Pay Order, in favor of .....……..payable at Bangalore.

e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

13.2 Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender

13.3 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.4 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.5 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.6 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

**13.7** The earnest money deposit may be forfeited: (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity; (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to (i) sign the Agreement; or (ii) furnish the required Security deposit.

**12. Format and signing of Tender**

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorized to sign on behalf of the Tenderer. Such Authorization shall be indicated by a Written Power–of–Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date

## D. Submission of Tenders

**Sealing and marking of tenders**

15.1 The Tenderer shall access tender documents, fill them and submit the completed tender document through e-procurement portal only (http://eproc.karnataka.gov.in). the scanned copy of the required qualification information documents as in Clause 3, EMD and Tender processing fee in the form of e-payment as in Clause 13.1, Form of tender in prescribed form and priced Bill of Quantities shall be attached to the e-tender document, failing which the bid will not be considered.

It is the responsibility of the tenderer to submit all the documents pertaining to Eligibility criteria / Qualification information with due diligence.

15.2 Deleted.

15.3 deleted.
15.4 Deleted.
15.5 No hard copy of any document will be considered at tender stage.

**Deadline for submission of the Tenders**

16.1 Tenders must be submitted before the deadline time on e-portal.
16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

**Late Tenders**

17.1 Any tenderer trying to submit the tender after the deadline will not be accepted in thee–Procurement.

**Modification and Withdrawal of Tenders**

18.1 Tenderers may modify contents of tender before the deadline prescribed in Clause 16.
18.2 Tenderers may withdraw their Tenders by cancelling their bid on the portal only before the deadline prescribed in Clause 16.
18.3 No Tender may be modified and withdrawn after the deadline for submission of Tenders.
18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
1 8.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

**E. Tender opening and evaluation**

**Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers:**

19.1 The Employer will open the Technical Bids of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at 18-07-2024

up to 11.00 hr sat Office of the Executive Engineer (Road Infrastructure Division), Bruhat Bengaluru Mahanagara Palike, Bengaluru–560002. In the event of the Specified Date of Tender Opening being declared Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause19.2.

19.4 Deleted

19.5 Deleted.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

**13. Opening of Financial Bids of the Qualified Tenderers and Evaluation:**

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of each Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Priced Financial Bid Opening, including the Information disclosed to those present in accordance with Sub Clause20.2.

20.4 Deleted.

**14. Process to be confidential**

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

**15. Clarification of Tenders**

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

## 16. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.
23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 17. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[4]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

[4] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

**18. Evaluation and comparison of Tenders**

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 Deleted.

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.

## F. Award of Contract

**19. Award criteria**

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

**20. Employer's right to accept any Tender and to reject any or all Tenders**

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer

or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

**21. Notification of award and signing of Agreement**

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

**Security deposit**

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works.:

- Banker's Cheque/Demand Draft/Pay Order in favor of The Chief Commissioner, BBMP, Bengaluru payable at Bengaluru.
- Bank Guarantee in the Form given in Section10.
- Specified Small Saving Instrument pledged to The Commissioner, BBMP, Bengaluru;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

29.5 The Security Deposit will be discharged in the Stages as mentioned in Special Conditions of Contract

**22. Advance Payment and Security:**

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

**23. Corrupt or Fraudulent practices**

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

## SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer here under will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____-

—

(Attach Copy)

Principal place of business:

_____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2018-19 …….
2019 - 20 …….
2020-21 …….
2021 - 22 …….
2022 - 23 …….

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

| Project Name | Name of Employer | Description of Work | Contract Number | Value of Contract Rs. Lakhs | Date of issue of work order | Specified period of completion | Actual date of Actual date of | Remarks explaining reasons for delay in completion of work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

| Year | Name of Work | Name of Employer | Quantity of work performed (cum)[5] | | | Remarks (Indicate contract reference) |
|---|---|---|---|---|---|---|
| | | | Cement Concrete | Masonry | Earth works | |
| 2018-19 | | | | | | |
| 2019-20 | | | | | | |
| 2020-21 | | | | | | |
| 2021-22 | | | | | | |
| 2022-23 | | | | | | |

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

[5] Items of work for which data is requested should tally with that specified in ITT Clause 3

| Description of Work | Place & State | Contract No. & Date | Name And Address of Employer | Value of Contract (Rs. lakhs) | Stipulated period of completion | Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

(B) Works for which Tenders already submitted:

| Description of Work | Place & State | Name and Address of Employer | Estimated value of works (Rs. lakhs) | Stipulated period of completion | Date when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

| Item of Equipment | Requirement[6] | | Owned | Owned and available | | |
|---|---|---|---|---|---|---|
| | No. | Capacity | | Number/ Capacity | Age/ condition | Remarks |

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

[6] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

## BANKER'S CERTIFICATE

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work, namely …… (*name of the work)* is awarded to the above firm, we shall be able to provide over draft/credit facilities to the extent of Rs. …… to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger with Signature
Address:…….

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

| Item of Work | Value of Sub-Contract | Identified Sub-Contractor (Name and address) | Experience of similar work (Attach certificates from the respective Employers.) |
|---|---|---|---|
| 1 | 2 | 3 | 4 |

1.12 Information on litigations in which the Tenderer is involved:

| Other Party (I es) | Employer | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

## Form of Tender

Description of the Works: **TURN KEY LUMP SUM FIXED PRICE NO VARIATION CONTRACT BASED ON TENDERER'S OWN DESIGN FOR THE WORK OF "Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone".**

To

The Executive Engineer (Infra Division-RI)

Bruhat Bengaluru Mahanagara Palike
Bengaluru–560002

GENTLEMEN,
We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ……..*[in figures]* (……..) *[in letters]*.[7]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs…….

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,
Authorized Signature:
Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

---

**Letter of Acceptance**

(letter head paper of the Employer)

…….[date]

[7]To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

To:

……

…… [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated_____for execution of the TURNKEY LUMPSUM FIXED PRICE NO VARIATION CONTRACT BASED ON TENDERER'S OWN DESIGN FOR THE WORK OF **Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone**" Tender No.EE/RI/TEND/09/2024-25 Date:22.07.2024 for the Contract Price of Rupees(_____) [amount in both Words and Figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs…….. within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,
Authorized Signature
Name and Title of Signatory
Name of Agency

---

**Issue of Notice to proceed with the work**

(letter head of the Employer)

…….(date)

To

……

……

…… (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause29. 1 and signing of the Contract Agreement for the TURNKEY LUMPSUM FIXED PRICE NO VARIATION CONTRACT BASED ON TENDERER'S OWN DESIGN FOR THE WORK OF **Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone"** for a Tender Price of Rs._____,you are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully,
(Signature, name and title of signatory
authorized to sign on behalf of Employer)

**Agreement Form**

**Agreement**

This agreement, made the …….day of …….20……..,
between……
……
…….[name and address of Employer]
(here in after called "the Employer") of the one part and
……..…….
……
……...[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute TURNKEY LUMPSUM FIXED PRICE NO VARIATION CONTRACT BASED ON TENDERER'S OWN DESIGN FOR THE WORK OF **Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone**No: **EE/RI/TEND/09/2024-25 Date:22.07.2024**and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractos Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ……
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
……

in the presence of:
Binding Signature of Employer
Binding Signature of
Contractor…….

## SECTION 5: CONDITIONS OF CONTRACT
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## Conditions of Contract

### A. General

### 1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

**Compensation events** are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

## 3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

## 4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

## 5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## 6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## 7. Subcontracting (Deleted)

7.1 Deleted.

## 8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

## 9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## 10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## 11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor's design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

**12. Contractor's risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

**13. Insurance:**

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.
13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments due, the payment of the premiums shall be a debt due.
13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.
13.5 Both Parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports:**

14.1 **The Contractor shall do site investigation and take all the particulars needed. The data in thetender document is only conceptual and contractors are required to design the whole project as per the basic frame work in the tender document.**

**15. Queries about the Contract Data**

15.1 The Employer will clarify queries on the Contract Data.

**16. Contractor to construct the Works**

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

**17. The Works to be completed by the Intended Completion Date**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

**18. Approval by the Employer:**

18.1 The Contractor shall submit Specification and drawings showing the proposed temporary or permanent Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
18.2 The Contractor shall be responsible for the design of temporary or permanent Works
18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the temporary or permanent Works.
18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary or permanent Works where required.
18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

**19. Safety**

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

**21. Possession of the Site**

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

**23. Instructions**

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

**24. Procedure for resolution of Disputes:**

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.
24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.
24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

**B. Time Control**

**25. Program**

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

**26. Extension of the Intended Completion Date**

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision

upon the effect of a Compensation Event or Variation and submitting full supporting information.

**27. Delays ordered by the Employer**

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

**28. Management meetings**

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.
28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

## C. Quality Control

**29. Identifying defects**

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

**30. Tests**

30.1If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

**31. Correction of defects**

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

**32. Uncorrected defects**
32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## D. Cost Control

## 33. Bill of Quantities (BOQ)

33.1 The Financial Bid shall contain Items for the Construction, Installation, Testing and Commissioning Work to bed one by the Contractor.
33.2 Deleted.

## 34. Variations

34.1 The Tenderer shall submit this Offer on **DESIGN, BUILT, OPERATE AND TRANSFER SCHEME WITH OPERATION AND MAINTENANCE ON TURNKEY, LUMPSUM, FIXED PRICE, NO VARIATION AND NO ESCALATION** basis, which shall comply fully with the Basic Requirements of the Tender Documents as indicated in Drawings, Specifications, Terms and Conditions of the Tender.
34.2 All Tenderers are cautioned that no Conditional Offers, Variations or Deviations by the Tenderers in respect of any Items included in the Tender shall be entertained or considered. Furthermore, any Variations from Contract Conditions, particularly specifications or other Requirements stipulated in the Tender Documents other than those specially clarified / amended shall be liable to be rejected as non-Responsive.
34.3 Deleted.
34.4Deleted.
34.5 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

(a) Increase or decrease of any item of work included in the contract
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; Change in any specified sequence, methods or timing of construction of any part of the work;
(f) Change the location of the Junction (if warranted and desired with express consent by BBMP); and
(g) Any other item as desired by the Client

## 35. Payments for Variations

35.1 The works pertaining to shifting of utilities which shall be carried out incidental to the prime contract shall be paid, as per the approved estimates of the particular departments namely BESCOM, BWSSB, KPTCL and others. No additional tender premium (+/-) shall be entertained
35.2 Deleted.
35.3 Deleted
35.4 Deleted.

35.5 Deleted.
35.6 Deleted.
35.7 Deleted.

**36. Submission of bills for payment**

36.1 Refer Clause 18 of Special Conditions of Contract.
36.2 Deleted.
36.3 Deleted.

**37. Payments**

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 90 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed program payment is subject to availability of the grants.
37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**38. Compensation events**

38.1 Refer Clause 19 of Special Conditions of Contract.
38.2 Deleted.
38.3 Deleted.
38.4 Deleted.

**39. Tax**

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of all Taxes (**Including GST charges**), Duties and Levies including Sales Tax, Municipal Taxes, Local Taxes, Octroi, ESI, all Royalties, Patent Rights, other Incidental Charges, etc. that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such Duties in regard to the Deduction of such Taxes at Source as per Applicable Law. The Rate shall also include the Cost of all Labours, Materials, Plant, Machinery, Equipment's, Carriage and other Inputs involved in the Execution and Completion of the Work.
39.2 Deleted

**40. Price Adjustment:**
40.1 Deleted.
40.2 Deleted.

**41. Liquidated damages**

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

**42. Advance Payments:**

42.1 The Employer shall make payment to the Contractor of 5% of the contract value stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

**43. Securities:**

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

**44. Cost of Repairs:**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

### 45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

### 46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

### 47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

### 48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built" (*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### 49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) Deleted.
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**50. Payment upon Termination**

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

**51. Property**

51.1All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

**52. Release from performance**

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

## F. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and noting Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the contractor.

1. The tenderer shall submit his Tender for the Work on Turn Key Lump Sum Basis based on his own Design. In this connection, **Section 6** on the "Scope of Work" may be referred.
2. Work shall not be sublet.
3. The Contractor is not to vary or deviate from the Drawings, Specifications, Stipulation, Conditions of contract or Instructions to execute any work of any kind whatsoever unless so authorized by the Employer in writing.
4. **Setting out**

The Contractor is to set out the whole of the Work in conjunction with an Officer to be deputed by the Employer and during the Progress of the Works to amend on the requisition of the Employer any errors, which may arise therein and provide all the necessary Labour, Materials and Equipment's for doing so. The Contractor is to provide all Tools, Plant, Machinery, Labour, and Materials, which may be necessary and required for the Work. All Materials and Workmanship shall conform to the Relevant Specifications mentioned in the Tender Documents.

5. **Labour :**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time

employed by the Contractor on the Site and such other information as the Employer may require.

6. **Compliance with labour regulations:**

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

7. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

8. **Taxes and Duties**

The Lump Sum (L.S.) Amount for which the Tender is approved shall be Including GST & all other charges, but inclusive of other Expenses for the proper and entire Completion of the Work and shall be inclusive of all Taxes, Duties and Levies including Sales Tax, Municipal Taxes, Local Taxes, Octroi, all Royalties, Patent Rights, other Incidental Charges, etc. The Tenderer may consider Taxes, Duties, Royalties, etc. for the Purpose of Tendering prevailing one month earlier to the Date of Submission of the Tender. Subsequent Changes affected either by Government of Karnataka or Government of India, the Employer may consider Reimbursement of such Increase in the Taxes, Duties, Royalties, etc. upon proper Certification from Appropriate Tax

Authorities. Any Reduction in Taxes, Levies, Royalties, etc. either by Government of Karnataka or Government of India, the Tenderer shall reimburse difference in such reduction to the Employer.

9. **Site Visit**

The Tenderer shall, prior to submitting the Tender for the work, examine the Drawings, Conditions of Contract and Specifications of Work. He shall visit the Site and ascertain and satisfy himself regarding Actual Climate and Physical Conditions of the Site, Nature, Extent and Practicability of Work, Means of Communication and Access to Site, Availability of Materials, the Extent of Leads and Lifts involved in the Work over the entire Duration of the Contract including Local Conditions, Probable Site for Labour Camps, Stores, Godowns, Casting Yard, Traffic Diversion, etc. The Tenderer's Offer shall take into Consideration all such Factors. The Tenderer shall himself obtain all necessary Information at his Risk, Contingencies and other Circumstances, which may affect or influence his Tender. No Extra Charges consequent of any Misunderstanding or otherwise shall be allowed. The expression **'Site'** as stated above shall include the Construction Site including all Components described in the Scope of Work.

9.1 In addition, the Tenderers shall also satisfy themselves about the following other Factors.

a. Site Conditions including access to the Site, existing and required Roads and other Means of Transport / Communication for use by him in connection with the Work including Diversion and Rerouting of Services.

b. Ensuring that the Traffic Movement during the Construction of the Works is properly diverted, maintained and obstruction to the Traffic movement is kept to the minimum during various Stages of Construction as planned and approved by the Employer. The Traffic Diversion with all Cost of Men and Materials is to be borne by the Tenderer in coordination of the Traffic Police.

c. Requirement and Availability of Land and other Facilities for his enabling Works, Colonies, Stores and Workshops, etc.

d. Ground conditions including those bearing upon Transportation, Disposal, Handling and Storage of Materials required for the Work or obtained therefrom.

e. Source and Extent of availability of Suitable Materials including Water, etc. and Labours (skilled and unskilled), required for the Work and Laws and Regulations governing their Use and Employment.

f. Geological, Meteorological, Topographical and other General features of the Site and its Surroundings and are pertaining to and needed for the Performance of the Work.

g. The Limit and extent of Surface and Sub Surface Water to be encountered during the performance of the work and the Requirement of Drainage and Pumping.

h. The Type of Equipment and Facilities needed, for and in the performance of the Work; and

i. All other Information pertaining to and needed for the Work including Information as to the Risks, Contingencies and other Circumstances, which may influence or affect the Work or the Cost there of under this Contract.

The Tenderers shall note that Information, if any, in regard to the Local Conditions, as contained in these Tender Documents, have been provided for Guidance and is not warranted to be complete.

9.2 A Tenderer shall be deemed to have full Knowledge of the Site, whether the inspects it or not, and no extra charges consequent to any misunderstanding or otherwise shall be allowed.

9.3 The Tenderer and any of his Personnel or Agents will be granted permission by the Employer or his Authorized Nominee, on receipt of Formal Application in respect thereof a Week in Advance of the Proposed Date of Inspection of Site, to enter upon the Premises and Lands for Purpose of such Inspection, but only on the Express Condition that the Tenderer shall indemnify the Employer from and against all Liability in respect thereof and the Tenderer will be responsible for Personal Injury(whether fatal or otherwise), Loss or Damage to Property and any other Loss, Damage, Costs andExpenseshowevercausedwhich,butfortheExerciseofsuchPermission,wouldnothavearisen.

9.4 The maintenance component is inclusive of

**A. Electricity Charges:**

1. Electricity Charges for all selected junctions
2. Electricity Charges for Operation and maintenance of submersible pumps.
3. Electricity Charges towards Jet Pumps for cleaning purposes.
4. Electricity Charges towards Ornamental and Landscape lighting.

**B. Maintenance of selected junctions (Water fountains, Hardscapes, landscapes, electrical& lighting)**

1. All chemical charges required for operation of the fountains.
2. All charges towards men and machineries including consumables.
3. Repair and replacement of mechanical, electrical and plumbing (MEP work) items.
4. Maintenance of lighting and Ornamental Horticulture plants.
5. Washing of pathways and plants during every rain (during and after rains)
6. Sweeping and washing of pathways on day-to-day basis.

**C. Watch and ward:**

1. General Watch and ward of junctions.
2. Watch and ward of Fountains and their components from theft and vandalism.
3. Watch and ward of all electrical/electronic & lighting components.
4. Watch and ward of all architectural sculptures & structures.
5. Watch and ward of all street furniture such as benches, dustbins, information boards etc.
6. Watch and ward of plants & trees.

10. **Arbitration (Clause 24)**

10.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held AT Bengaluru, Karnataka state (to be filled in by the Employer before issue of the Tender Documents),

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

11. Type of the Foundation shall be of suitable type (Pile Foundation/Open Foundation). However, there may be Instances where Pile Foundation Is Not Feasible (e.g., due to Presence of Rock at Shallow Depth or, Presence of a Utility), in which case he may be asked to re-design that Foundation as an Open Foundation. In case of Failure of any Pile in the Routine Load Test, the Additional Cost on account of Remedial Measures including the Consultant's Fee for suggesting Remedial Measures shall be borne by the Contractor and no claim shall be entertained on this account.

12. The Tender Documents issued to the Tenderers, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

13. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small

Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions/Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

14. In case of Discrepancy/Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and/or the Drawings, Conditions of Contract, Pre-Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention/Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

15. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

16. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contract or from the Execution of the whole or any part of the Works comprised there in according to Drawings and Specifications or from any of his Obligations under the Contract.

17. **Possession of the Site (Clause21)**

The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule, then the Employer will assess the Probable Delay that may arise due to non-availability of that particular part of Site to the Contractor.

18. **Submission of Bills for Payment (Clause 36)**

18.1 The Intermediate Billing Schedule shall be decided and mutually agreed upon by the successful Tenderer and the Employer on the basis of the Priced Bill of Quantities to be submitted by the successful Tenderer and shall be in accordance with **Annexure B** within Reasonable Alteration. Intermediate Payments shall be made on the Basis of Work assessed by the Employer which will be made on the basis of Quantum of total Work involved as per Intermediate Billing Schedule and Quantum of Work actually executed at a particular Point of Time (within that stage) for such items. The Decision of the Employer shall be final and binding for this Purpose.

18.2 The Contractor shall submit to the Employer Running Bills based on the Value of

the Work completed as per the Percentage of Breakup of Lump Sum Cost less the Cumulative Amount Paid previously amounting not less than Rs.5.00 Crores except Pre-final and Final bills.

18.3 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of Value of the Bill of Quantities based on the Percentage of Breakup of Lump Sum Cost Completed.

18.4 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously Paid in the Light of Later Information.

18.5 It shall be accepted as a Condition of the Contract that the Payment of the Final Bill of the Contractor, less the Withheld Amount and his Acceptance thereof shall constitute a Full and Absolute Release of the Employer from all further Claims by the Contractor under the Contract.

18.6 All Bills shall be prepared by the Contractor for submission, in the Prescribed Format or Typed Forms viz. Form33A and 33B of PWD, which have to be procured by the Contractor and got approved by the Employer before presenting the same.

19. **Compensation Events (Clause 38)**

19.1 The following are the Compensation Events for Time Extension only unless they are caused by the Contractor. In any case, these Compensation Events shall not entitle the Contractor to claim financially whatsoever.

a. The Employer does not give Access to a Part of the Site as per the mutually agreed Construction Schedule between the Employer and the Contractor.

b. The Employer orders a Delay or does not approve Drawings, Specifications or Instructions Required for Execution of Works on time.

c. The Employer instructs the Contractor to uncover or to carry out Additional Tests Upon work which is then found to have no Defects.

d. TheEmployergivesanInstructionfordealingwithanUnforeseenCondition, Caused by the Employer, or Additional Work required for Safety or other Reasons.

e. The Effect on the Contractor of any of the Employer’s Risks.

f. The Employer unreasonably delays issuing a Certificate of Completion/ Scheduled Payment.

g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

19.2 If a Compensation Event would prevent the Work being completed before the Intended Completion Date, the Intended Completion Date may be extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.

19.3 The Contractor shall not be entitled to Compensation to the Extent that the

Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

20. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

21. Within ten days from the Date of Signing the Agreement, the Contractor shall submit to the Employer for his Approval, a Time and Progress Chart in direct relation to the Intended Completion Period stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Program of Work may be amended as and when necessary, by agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

a. The Total Work to be executed shall be divided into Ten to Fourteen Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly/ at the end of the each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Program, the Reasons for such Shortfall shall be examined and a Record made there of apportioning the Responsibilities for the Delay between the Contractor and the Employer. This Record shall be signed in full and dated by both the Employer and the Contractor.

b. In respect of the Shortfall in Progress (reviewed monthly / at the end of the each Milestone), assessed as due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay as Penalty an Amount equal to **1**% of the Estimated Cost of the Balance Work assessed according to the Program, for everyday that the due Quantity of the Work remains incomplete provided always that the Total Amount of Penalty to be paid under the Provisions of this Clause shall not exceed **10**% of the Lump Sum Contract Value as quoted by the Contractor. In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the Committee formed for this Purpose by the Employer.

22. On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably

Updated Monthly Bar Charts, etc. incorporating inter laid Decision taken during Site Inspections/Review Meetings.

23. The Approval of the above Program by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

24. Progress of Work

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Short falls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Over time Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

25. **Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

26. **Inspection of Works**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

27. **Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipment's, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

28. **Night Work**

For Completing the Work well with in the Intended Completion Period, the Contractor might be required to work indoor more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not with standing, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

29. **Existing Services / Utility Lines**

The Permanent Relocation of existing Services or Utility Lines / Laying of New Services or Utility Lines shall be executed by the Contractor as per the Approved Plan, Methodology and under the Supervision by the respective Service Departments at the own Risk and Cost of the Contractor. No Monetary Claim by the Contractor in whatsoever manner shall be entertained separately in this regard. For further Details refer Section6– Scope of Work and Design Criteria.

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar Services, which do not require Permanent Relocation, encountered in the Course of the Execution of the Work shall be protected/repaired/maintained in all respects in terms of Materials, Labour, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Relocation of such Services or Utility Lines is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

30. All Works pertaining to Services including Rerouting/Diversion of Services, Routine Testing, Installation, etc. embracing in one or more than one Process shall be subject to Examination and Approval to each Stage thereof by the Employer or concerned Departments as would be notified by the Employer or his approved Representative when such Stage is ready. In default of such notice, the Employer shall

be entitled to appraise the Quantity and the Extent thereof and the Decision of theEmployerorhisapprovedRepresentativeinthisregardshallbefinalandbinding.

31. No Work shall be covered or put out of View without the Approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended there of as per Site Requirement.

32. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

33. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

34. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

35. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

36. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.

a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.

b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

37. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

38. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipment's, Carriage and other Inputs, Taxes, Royalties, etc.

39. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly totheDepartment/Authority/PersonsconcernedbytheContractorathisownCost.

40. TheContractorwilltakeallNecessaryMeasuresfortheSafetyofTrafficandWorkersduri ngConstructionand provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs/Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

Barricading and Safety Requirements are very Important Aspects at this Portion of the Road. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contract or for which the Contractor shall be Liable to action under Relevant Clauses /Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation@Rs.1000/-perSq.m of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barricading and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of

Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall use very Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

41. All Arrangements for Traffic Diversion during Construction including Maintenance there of (within the Battery Limits) shall be considered as Incidental to the Work and Contractor's Responsibility. The Contractor shall obtain Necessary Approval of the Diversion Plans from the concerned Authorities. The Contractor's Turn Key Lump Sum Quoted Rate shall also be inclusive of any Incidental Work required for providing Adequate Carriageway Width to Traffic as acceptable to the Authorities.

42. Safety of Workers

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes (Latest Edition) shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 20,000/-(twenty thousand only)** per Day foreach day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i. IS:3696 (PartI) Safety Code for Scaffolds and Ladders
ii. IS:3696 (PartII) Safety Code for Scaffolds and Ladders, Part II Ladders
iii. IS:3764 Safety Code for Excavation Work
iv. IS4081 Safety Code for Blasting and Drilling Operations
v. IS:4138 Safety Code for Working in Compressed Air
vi. IS:5121 Safety Code for Piling and other Deep Foundations
vii. IS:5916 Safety Code for Construction involving Use of Hot Bituminous Materials
viii. IS:7293 Safety Code for Working with Construction Machinery
ix. IS:7969 Safety Code for Storage and Handling of Building Materials
x. Any other Code and/or as per Directions of the Employer.

43. The Employer shall have full powers to send Work men and employ on the

Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner so that not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

44. The Contractor shall conduct his Works o that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

45. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of payments the Employer.

46. At the time of Construction, the Contractor shall embed all Electrical/other Fixtures like Base Plates, Brackets, Conduits, etc. for Street Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

47. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Lump Sum Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, If any, shall be paid.

48. No Waiving of Legal Rights and Powers

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or in correctly made and that the Employer shall not be precluded or stopped from

recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

49. The Contractor shall provide and bear all Expenses and Charges for Special or Temporary Service Roads required by him in Connections with Access to the Site at no Extra Charges and his Lump Sum Offer shall deem to include the same. He shall alter, adopt or maintain the same as required from time to time or as directed by the Employer. The Employer shall have Right of Way to this at all times and will not entitle the Contractor to claim Extra on this account.

50. The Tenderer shall deploy the following bare minimum Key Personnel who shall been engaged in this Work. The Bio data of such Key Personnel are too been closed with the Technical Bid.

| **Position** | **Total Work/ Business Experience** | **In Similar Work** |
|---|---|---|
| Project Manager | B.E.in Civil Engineering with 10 Years of experience | 08 years |
| Structural Engineer | M E or M-tech In Structural Engineering with 10 Years of experience | 10years |
| Planning Engineer | B.E.in Civil Engineering with10 Years of experience | 07 years |
| Traffic/Transportation Engineer | M. Tech in Transportation Engineering with 10 years of experience | 07years |
| Electrical Engineer | B.E in Electrical and Electronics Engineering with 15 years of experience | 10 years |
| Quality Control Engineer | B.E.in Civil Engineering with10 Years of experience | 07years |
| Safety Engineer | Graduate in Safety Management With 12 years of experience | 08 years |

51. TheTenderersmayspecifytheNumberandCategoryofeachtypeofSkilledPersonnelto bedeputed by the Contractors. It may clearly be stated that whether such Skilled Persons are under the Employment of the Tenderers or are still to be appointed by

them. The Number of Skilled and Unskilled Persons to be employed shall be in agreement with the Program of Work submitted by the Tenderers and discussed elsewhere in the Tender Documents.

52. The Tenderers shall specify the Details of Plant and Machinery to be deployed by them for the Work. The Details to be supplied by them shall be in respect of the following.

i. Source of Ready-Mix Concrete (RMC) Suppliers and their rated Capacity in cum/hr. Loaders.

ii. Tippers with adequate Capacity to suit Site Conditions and Construction Schedule.
iii. Dumpers.
iv. Trucks.
v. Transit Mixers.
vi. Vibrators (Needle, Surface and Shutter).
vii. Compressors.
viii. Multi star and Pre-Stressing Jacks.
ix. Grouting Equipment and Accessories.
x. Hydraulic Jacks (Capacity and Nos.).
xi. Concrete Pumps (expected total Capacity–50cum/hr. of 2Nos.)
xii. Hydraulic Rotary Rig of minimum 1000 mm diameter.
xiii. Cranes (expected minimum 1No.of 50TCapacity).
xiv. Excavators (expected total Capacity–200cum/hr., Capacity, Nos.).
xv. Road Construction Machinery.
xvi. Batch Mix Plant (expectedminimum1No.of100–120TPHCapacity).
xvii. Generators.
xviii. Water Pumps–Number and their Capacity.
xix. Trailer Trucks and any other Equipment.

53. The Tenderers shall furnish a Cash Flow Chart on month – to – month basis for the entire Period of Execution of the Work. The Cash Flow Chart shall indicate specifically the Investments on Items such as Plant and Machinery, Shuttering and Staging, Materials mentioning Various Items like other Pre-Stressing Materials, Sand, Grit and other Consumables. The Cash Flow shall indicate in Detail, the Inputs to be mobilized by the Contractor from his own sources e.g. own Capital, Bank Loans, etc. and Resources to be supplemented by the Employer like Mobilization Advance and Interim Payments against the Work done by the Contractor.
The above-mentioned Cash Flow shall have Direct Relation with the Program of Work and it shall be in consonance there to. Any In consistency between the Inputs/Outputs

of this Cash Flow and Program of the Work may lead to the Disqualification of the Tenderer on this account.
Similarly, after Award of the Contract also the Contractors Hall submit Similar Cash Flow Programs and update such Details at monthly intervals for monitoring of the Project by the Employer.

54. The Contractor is expected to have a Workshop Facility available at Site for Fabrication/Additions and Alterations to the Shuttering and or other Allied Works. It may please be indicated that whether the Works hop Facilities shall be provided in house or is proposed to be sub contracted locally. In both the cases, the Tenderer is to give the Details and Number of Equipment's to be installed in the Workshop for above mentioned Work.

55. The Employer might deploy Project Management Consultant (PMC)for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions /Suggestions given by the PMC for the successful completion of the Project.

56. Interference with Traffic and Ad joining Properties

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects there in shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to inter fere un necessarily or improperly with the following.

i. The Convenience of the public, or

ii. The Access to, Use and Occupation of Public or Private Roads and Foot path so of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

57. Avoidance of Damage to Roads

The Contractors hall use e very Reasonable Means to prevent any of the Roads, Bridges communicating with or on the Routes to the Site from being damaged, injured by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes, choose and use Vehicles and restrict and distribute Loads so that any such Extraordinary Traffic as will inevitably arise from the Moving of Materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no Unnecessary Damage or Injury may be occasioned to such Roads and Bridges.

58. Transport of Contractor's Equipment or Temporary Works

a. The Contractor shall be Responsible for and shall pay the Cost of Strengthening any Bridges or altering or improving any Road communicating with or on the Routes to the Site to facilitate the Movement of Contractor's Equipment or Temporary Works and the Contractors hall indemnify and keep indemnified the Employer against all Claims for Damage to any such Road or Bridge caused by such movement, including such Claims as may be made directly against the Employer, and shall negotiate and pay such Claim arising sole layout of such Damage.

b. If it is found necessary for the Contractor to move one or more Loads of Heavy Construction al Plant and Equipment, Material so Precast Units or Parts of Units of Work over Roads, Highways, Bridge son which such Oversized and Overweight Item share not normally allowed be moved, the Contractor shall obtain Prior Permission from the Concerned Authorities. Payments for complying with the Requirements, if any, for Protection of or Strengthening of the Roads, Highways or Bridges shall be made by the Contractor and such expenses shall be deemed to be included in his Contract Price.

59. **Unpriced Bill of Quantities**

a. The Contractor shall furnish Un priced Bill of Quantities along with the Technical Bid in order to ascertain the Scope of Work, to enable Technical Accept ability and to ensure Completion of Work within the Stipulated Time Schedule.

b. The Contractor shall carry out all the Items required for the Construction of Flyover, Slip Roads and Allied Works and shall include all such Items in the Unpriced Bill of Quantities.

c. The Unpriced Bill of Quantities will be considered only for the General Assessment of the Tender and it shall not be deemed to contain all the Items necessary for the Success full Completion of Flyover, Slip Roads and Allied Works.

d. During Execution, Items other than indicated in the Unpriced Bill of Quantities, but required for Construction of Flyover, Slip Roads and Allied Works shall be executed by the Contractor and the Employer shall not be liable for any Additional Payment in this regard.

60. **Advance Payments (Clause42)**

i. The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form accept able to the Employer issued by a Nationalized/ Scheduled Banking Amount se qual to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts re paid by the Contractor. The Advance payment Amount will be recovered by the Employer in five (5) equal Installments from the Running Account Bill of the Contractor. Interest will not be charged on the Advance Payment.

ii. The Contractor is to use the Advance Payment only to pay for

Mobilization Expenses required specifically for execution of the Works. The Contractor shall demonstrate that Advance Payment has been used in this way by Supplying Copies of Invoices or other Documents to the Employer.

61. **Personal Protective Equipment**

The Contractor shall at all times keep and maintain a nade quate supply of suitable Personal Protective Equipment, which shall be readily available for use at all times on the site and would include but not to be limited to the following Items.

- Safety Helmets.
- Hearing Protection.
- Respiratory Protection.
- Eye Protection.
- Protective Gloves.
- Safety Foot wear.
- High Visibility Clothing conforming to BSEN471 Class3 Standards.

All Sites shall be designated as HARD HAT and SAFETY BOOTS SITES and as such an adequate supply of Safety Helmets and Safety Boots shall be kept available for use by all Staffs, Workers and Authorized Visitors to the Sites.

The Contractor shall remove from the Site any worker who consistently refuses to wear the appropriate Personal Protective Equipment.

All Workmen at Site shall be provided with Safety Helmets and Yellow / Orange Jackets. Work men required on Site during night hours shall be provided with Fluor scent Yellow Jackets with Reflective Lopes. Workers employe don mixing Asphaltic Materials, Cement, Lime Mortars, Concrete, etc. shall be provided with Protective Footwear, Protective Goggles. Those engaged in handling any Material, which is injurious to the eyes, shall be provided with Protective Goggles. Those engaged in Welding Works shall be provided with Welder's Protective Eye Shield. Stone Breakers shall be provided with Protective Goggles and Protective Clothing and seated at sufficiently safe intervals.

62. **First Aid**

The Contractor shall maintain, at every Work Place, In are daily access ible place First Aid Appliances including an adequate supply of Sterilized Dressings, Bandages, Sterilized Cotton Wool, Eye Irritation Sterile Solution, Disposable Gloves, Ointments for Burns / Cuts, Pressure Dressings, Paper Towels, General Purpose Medicines, etc. as

prescribed in the Factory Rules of the State in which the Work is being carried out. The Appliances shall be kept in good order and in large workplaces. They shall be placed under the charge of the Safety Officer deputed by the Contractor for thisWorkandtheSafetyOfficershallbereadilyavailableduringWorkingHours.IneachSiteOfficeandLocation one Person, suitably trained in First Aid, shall be available at all Working Hours for the purpose of at tending to emergencies.

63. **Fire Pre cautions**

The Contractor shall be responsible for supplying and maintaining a de quate Fire Precaution Facilities on all the Work Sites. The following minimum Standards shall be ad he read to.

- The Contractor shall ensure that specially trained personnel are available to deal with fires due to Electrical Causes, Gas Explosions, etc.
- A Good Standard of Housekeeping shall be maintained at all time son the Sites.
- No Accumulation so f Rubbish shall be allowed together.
- Combustible Scrap and other Construction Debris shall be disposed of site on day – to –day basis. If Scrap is to be burn ton site, the burning sites hall be specified and located at a distance no less than 50m from any Construction worker any other Comb us table Materials.
- Signage shall bee reacted at prominent positions showing the correct use of Portable First Aid Fire Exiting is hers.
- Emergency Plans and Fire Evacuation Plans shall be prepared and issued. Mock Drills shall be held on are gular basis to ensure the Effectiveness so f the Arrangements.

64. **Fire Fighting Equipment**

At various locations around the Site, clearly visible Fire Points shall be established for use in an Emergency and each Fire Point should have available as a minimum the following type of Equipment.

- Dry Powder Extinguisher.
- Water Type Extinguisher.
- Bucke to f Sand.

Recharging of Fire Exiting usher's and their Proper Maintenance should been sure d and as a minimum should meet Indian National Standards.

The Telephone Number of the Local Fire Brigade along with other Emergency Numbers (Hospital, Police Stations, Ambulance, etc.) shall be displayed near each telephone on Site. Supervisors and Work men at the Site should be trained in the Use of Fire Fighting Equipment provided at the Site.

65. Storage of Flamm able Liquid

All Flamm able Liquids shall be kept in a Secure Fire-Resistant Store protected from Electrical Sparks, Welding Sparks, Open Flames and Smoking.

Only such amount of Flamm able Liquids shall be issued as are required for immediate use.

Cans for carrying Flamm able Liquids shall be leak proof and properly stopped and clearly marked "Flammable Liquid".

Rags soaked in Paints, Kerosene and other Flammable Liquids shall be disposed of daily under supervision. Large quantities of such rags shall not be allowed to accumulate.

All Diesel Fuel Storage Tanks shall be bonded around in order to control any Spillage or Leakage that may occur.

"No Smoking" Signs shall be prominently displayed at all areas where Flammable Materials are stored.

66. Release of Performance Security 100% of Performance Security shall be released only after satisfactory completion of Defect Liability Period of **24 Months**.

67. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials /Construction Equipment's will be adopted from time to time on mutual consents of the Employer and the Contractor. Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State–of–the–Art Facilities in prior consent with the Employer.

68. Deleted

69. The Contractor one who will get the contract shall be allowed to employ experts in the field of Electrical and Horticulture works as Sub-Contractors. However, the contractor has to obtain prior permission from the Competent Authority not less than the rank of Chief Engineer.

**Annexure:**

**LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[8]**

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

## SECTION 6: CONTRACT DATA

**Items marked "N/A" do not apply in this Contract.**

| The following documents are also part of the Contract: | **Clause Reference** |
|---|---|
| • The Schedule of Operating and Maintenance Manuals | [48] |
| • The Methodology and Program of Construction | [25] |
| • Site Investigation Reports | [14] |
| • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. | [25] |

The Employer is :

Name **The Chief Commissioner** [1.1]
Address: **Bruhath Bengaluru Mahanagara Palike**
**N. R. Square Bengaluru**
**560002**

Name of authorized Representative: **Executive Engineer (Road Infrastructure)**
**Bruhat Bengaluru Mahanagara Palike**
**Bengaluru–560 002**

The name and identification number of the Contract is

**TURNKEY LUMP SUM FIXED PRICE NOVARIATION TENDERS BASED ON TENDERER'SOWN DESIGN FOR THE WORK OF Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone**

[1.1]

The Works consist of **Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone** . [brief summary, including relationship to other contracts under the Project].

The start date shall be the date of issue of notice to proceed with the work. [1.1]
The Intended Completion Date for the whole
of the Works is ----------months [9] with the following milestones [17, 26]

Milestone dates:

| Physical works to be completed | Period from the date of issue of Notice to proceed with the work |
|---|---|
| Per Milestone 1 i.e., (Physical progress to be achieved-27%) | 1.5 months i. e, Rs.146.23 Lakhs |
| Per Milestone 2 i.e., (Physical progress to be achieved-54%) | 1.5 months i. e, Rs. 146.23 Lakhs |
| Per Milestone 3 i.e., works to be completed-81%) | 1.5 months i. e, Rs. 146.23 Lakhs (all |
| Per Milestone 4 i.e., works to be completed-100%) | 1.5 months i. e, Rs. 146.23 Lakhs (all |

The Site Possession Date is:[10] [21]

The Site is located at Bangalore [1.1]
and is defined in drawings nos. _____

**The Defects Liability Period is 1 year from the date of completion of Work/Project [31]**

Insurance requirements are as under: [13]

| | Type of Cover | Minimum cover for Insurance[11] |
|---|---|---|
| (i) | Works and of Plant and materials | The sum stated in the Agreement plus 20% |
| (ii) | Loss or damage to equipment | Full replacement cost |
| (iii) | Loss or damage to property of Third Party | Full replacement cost |
| (iv) | Personal injury or death insurance (a) for Third Party[12] | |

[9] At the time of preparation of the tender document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.
[10] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'
[11] Employer to specify as per requirement. Exclusions if any should also be specified.
[12] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.

| | | |
|---|---|---|
| | (b) for Contractor's employees or labour | In accordance with the statutory requirements applicable to Karnataka |

**Price Adjustment Formula;**[13] **[40]**

**Deleted**

The liquidated damages for the whole of the works are 0.01% per day[14] and that for the milestones are as under:

For Milestone 1: Rs. 1086.00 per day [41]
For Milestone 2: Rs. 1086.00 per day
For Milestone 3: Rs. 1086.00 Per day
For Milestone 4: Rs. 1086.00 Per day
The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The amounts of the advance payment are: [42]

| Nature of Advance | Amount (Rs.) | Conditions to be fulfilled |
|---|---|---|
| 1. Mobilization | 5% of the Contract price | On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period) |

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization : [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or —— [15]months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always

[13] The Formula has some normal components. It should be changed if need be to suit the nature of the work.
[14] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.
[15] To be filled up by the Employer before issue of the tender document; say 'Three or four months'

provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[16]The date by which "as-built"[17] drawings (in scale …[18]) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]
[19]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required **is Rs.2,00,000/-**
*(The amount should be sufficient to get the completion drawings or operating and* Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's [50.1]

Additional cost for completing the Works shall be 30 percent (30%).
*(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)*

[16] Score out whichever is not applicable.
[17] Completion drawings
[18] Specify an appropriate scale
[19] Score out whichever is not applicable.

## SECTION 7: SPECIFICATIONS
## ENCLOSED SEPERATELY

## SECTION 8: DRAWINGS
## ENCLOSED SEPERATELY

## SECTION 9: BILL OF QUANTITIES

| Sl. No | Description of work | Amount in Figures | Amount In words |
|---|---|---|---|
| 1 | Providing Junction Improvement works under SURAKSHA-75 in arterial and sub arterial roads at 8th maile Circle, Nagasandra MS Junction, Jalahalli Cross Road, Dasarahalli MS Junction in Dasarahalli Zone | | |

## SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ……..*[name of Employer]*
……*[address of Employer]*
WHEREAS …….*[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ……. dated : …… to execute ……..*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. …….*[amount of guarantee]*[20]_Rupees…… ……*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……*[amount of guarantee]*[21] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[20] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[21] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract